

**UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK**

**JASON FARINA, on behalf of himself
and all others similarly situated,**

Plaintiff,

V.

**METROPOLITAN
TRANSPORTATION AUTHORITY,
et al.,**

Defendants.

Case No. 1:18-cv-01433-NRB

**TRANSWORLD SYSTEMS, INC.’S ANSWER AND AFFIRMATIVE DEFENSES
TO PLAINTIFF’S CORRECTED CLASS ACTION COMPLAINT**

Defendant, Transworld Systems, Inc. (“TSI”), through undersigned counsel and under the Federal Rules of Civil Procedure, hereby submits its Answer and Affirmative Defenses to the Class Action Complaint filed by plaintiff, Jason Farina (“plaintiff”), as follows:

INTRODUCTION

1. TSI admits that plaintiff purports to bring this action on behalf of himself and a class of similarly situated individuals, but denies any damages, violations, and/or liability as alleged in ¶ 1 and further denies that this lawsuit meets the requirements of a class action.

2. TSI denies the allegations in ¶ 2 for lack of knowledge or information sufficient to form a belief therein.

3. TSI denies the allegations in ¶ 3.

4. TSI denies the allegations in ¶ 4.

5. TSI denies the allegations in ¶ 5.

6. TSI denies the allegations in ¶ 6.

7. TSI denies the allegations in ¶ 7.

8. TSI denies the allegations in ¶ 8 for lack of knowledge or information sufficient to form a belief therein.

9. TSI denies the allegations in ¶ 9.

10. TSI denies the allegations in ¶ 10.

11. TSI denies that plaintiff is entitled to the relief sought in ¶ 11 and further denies that this lawsuit meets the requirements of a class action.

JURISDICTION AND VENUE

12. TSI admits the allegations in ¶ 12 for jurisdiction purposes only.

13. TSI admits the allegations in ¶ 13 for jurisdiction purposes only.

14. TSI admits the allegations in ¶ 14 for venue purposes only.

PARTIES

15. TSI denies the allegations in ¶ 15 for lack of knowledge or information sufficient to form a belief therein.

16. TSI denies the allegations in ¶ 16.

17. TSI denies the allegations in ¶ 17 for lack of knowledge or information sufficient to form a belief therein.

18. TSI denies the allegations in ¶ 18 for lack of knowledge or information sufficient to form a belief therein.

19. TSI denies the allegations in ¶ 19 for lack of knowledge or information sufficient to form a belief therein.

20. TSI denies the allegations in ¶ 20 for lack of knowledge or information sufficient to form a belief therein.

21. TSI denies the allegations in ¶ 21 for lack of knowledge or information sufficient to form a belief therein.

22. TSI admits the allegations in ¶ 22.

23. TSI admits the allegations in ¶ 23.

24. TSI admits that it engages in debt collection and debt collection related activities and that it does business in the State of New York. Except as specifically admitted, TSI denies the allegations in ¶ 24.

25. TSI admits that one or more accounts in the name Jason Farina was placed with TSI for collection. Except as specifically admitted, TSI denies the allegations in ¶ 25.

26. TSI denies the allegations in ¶ 26.

27. TSI denies the allegations in ¶ 27 for lack of knowledge or information sufficient to form a belief therein.

28. TSI denies the allegations in ¶ 28 for lack of knowledge or information sufficient to form a belief therein.

29. TSI denies the allegations in ¶ 29 for lack of knowledge or information sufficient to form a belief therein.

30. TSI denies the allegations In ¶ 30 for lack of knowledge or information sufficient to form a belief therein.

31. TSI denies the allegations in ¶ 31 for lack of knowledge or information sufficient to form a belief therein.

32. TSI denies the allegations in ¶ 32 for lack of knowledge or information sufficient to form a belief therein.

33. TSI denies the allegations in ¶ 33 for lack of knowledge or information sufficient to form a belief therein.

34. TSI denies the allegations in ¶ 34 for lack of knowledge or information sufficient to form a belief therein.

FACTUAL ALLEGATIONS

35. TSI denies the allegations in ¶ 35 for lack of knowledge or information sufficient to form a belief therein.

36. TSI denies the allegations in ¶ 36 for lack of knowledge or information sufficient to form a belief therein.

37. TSI denies the allegations in ¶ 37 for lack of knowledge or information sufficient to form a belief therein.

38. TSI denies the allegations in ¶ 38 for lack of knowledge or information sufficient to form a belief therein.

39. TSI denies the allegations in ¶ 39 for lack of knowledge or information sufficient to form a belief therein.

40. TSI denies the allegations in ¶ 40 for lack of knowledge or information sufficient to form a belief therein.

41. TSI denies the allegations in ¶ 41.

42. TSI denies the allegations in ¶ 42.

43. TSI denies the allegations in ¶ 43 for lack of knowledge or information sufficient to

form a belief therein.

44. TSI denies the allegations in ¶ 44 for lack of knowledge or information sufficient to form a belief therein.

45. TSI denies the allegations in ¶ 45 for lack of knowledge or information sufficient to form a belief therein.

46. TSI denies the allegations in ¶ 46 for lack of knowledge or information sufficient to form a belief therein.

47. TSI denies the allegations in ¶ 47 for lack of knowledge or information sufficient to form a belief therein.

48. TSI denies the allegations in ¶ 48.

49. TSI denies the allegations in ¶ 49 for lack of knowledge or information sufficient to form a belief therein.

50. TSI denies the allegations in ¶ 50 for lack of knowledge or information sufficient to form a belief therein.

51. TSI denies the allegations in ¶ 51 for lack of knowledge or information sufficient to form a belief therein.

52. TSI admits that it forwarded correspondence to plaintiff in a lawful attempt to collect a debt. Except as specifically admitted, TSI denies the allegations in ¶ 52.

53. TSI denies the allegations in ¶ 53 for lack of knowledge or information sufficient to form a belief therein.

54. TSI denies making any threats as alleged in ¶ 54.

55. TSI denies the allegations in ¶ 55 for lack of knowledge or information

sufficient to form a belief therein.

56. TSI denies the allegations in ¶ 56 for lack of knowledge or information sufficient to form a belief therein.

57. TSI denies the allegations in ¶ 57 for lack of knowledge or information sufficient to form a belief therein.

58. TSI denies the allegations in ¶ 58.

59. TSI denies the allegations in ¶ 59.

60. TSI denies the allegations in ¶ 60 for lack of knowledge or information sufficient to form a belief therein and further denies that this lawsuit meets the requirements of a class action.

61. TSI denies the allegations in ¶ 61.

62. The alleged Terms and Conditions provision referenced in ¶ 62 speaks for itself and is the best evidence of its contents. To the extent the allegations state otherwise, TSI denies the allegations in ¶ 62.

63. TSI denies the allegations in ¶ 63.

64. TSI denies the allegations in ¶ 64 for lack of knowledge or information sufficient to form a belief therein.

65. TSI denies the allegations in ¶ 65 and further denies that this lawsuit meets the requirements of a class action.

66. TSI denies the allegations in ¶ 66.

67. TSI denies the allegations in ¶ 67.

68. TSI denies the allegations in ¶ 68.

69. TSI denies the allegations in ¶ 69.

70. TSI denies the allegations in ¶ 70.

71. TSI denies the allegations in ¶ 71.

72. TSI denies the allegations in ¶ 72.

73. TSI denies the allegations in ¶ 73.

74. TSI denies the allegations in ¶ 74.

75. TSI denies the allegations in ¶ 75.

76. TSI denies the allegations in ¶ 76.

77. TSI denies the allegations in ¶ 77 and further denies that this lawsuit meets the requirements of a class action.

78. TSI denies the allegations in ¶ 78 and further denies that this lawsuit meets the requirements of a class action.

79. TSI denies the allegations in ¶ 79.

80. TSI denies the allegations in ¶ 80.

81. TSI admits that it complies with the requirements of the FDCPA in its correspondence to consumers governed by the Act. Except as specifically admitted, TSI denies the allegations in ¶ 81.

82. The FDCPA at 15 U.S.C. § 1692e(11) speaks for itself and is the best evidence of its contents. To the extent the allegations state otherwise, TSI denies the allegations in ¶ 82.

83. TSI denies the allegations in ¶ 83 for lack of knowledge or information sufficient to form a belief therein.

84. The letter referenced in ¶ 84 speaks for itself and is the best evidence of its contents. To the extent the allegations state otherwise, TSI denies the allegations in ¶ 84.

85. TSI denies the allegations in ¶ 85.

86. TSI denies the allegations in ¶ 86.

87. TSI denies the allegations in ¶ 87.

88. TSI denies the allegations in ¶ 88.

CLASS ALLEGATIONS

89. TSI admits that plaintiff purports to bring this class action pursuant to Fed. R. Civ. P. 23 but denies the allegations in ¶ 89 and further denies that this lawsuit meets the requirements of a class action.

90. TSI admits that plaintiff seeks to certify a class as defined in ¶ 90 but denies that this lawsuit meets the requirements of a class action.

91. The allegations in ¶ 91 do not contain an averment to which a response is required.

92. TSI admits that plaintiff seeks to exclude from the class those individuals and entities defined in ¶ 92 but denies that this lawsuit meets the requirements of a class action.

93. TSI denies the allegations in ¶ 93 and further denies that this lawsuit meets the requirements of a class action.

94. TSI denies the allegations in ¶ 94 and further denies that this lawsuit meets the requirements of a class action.

95. TSI denies the allegations in ¶ 95 and further denies that this lawsuit meets the requirement of a class action.

96. TSI denies the allegations in ¶ 96, including all subparts, and further denies that this lawsuit meets the requirement of a class action.

97. TSI denies the allegations in ¶ 97 and further denies that this lawsuit meets the requirement of a class action.

98. TSI denies the allegations in ¶ 98 and further denies that this lawsuit meets the requirement of a class action.

99. TSI denies the allegations in ¶ 99 and further denies that this lawsuit meets the requirement of a class action.

100. TSI denies the allegations in ¶ 100 and further denies that this lawsuit meets the requirement of a class action.

101. TSI denies the allegations in ¶ 101 and further denies that this lawsuit meets the requirement of a class action.

FIRST CLAIM FOR RELIEF

102. TSI reasserts the foregoing as if fully incorporated herein.

103. TSI denies the allegations in ¶ 103.

104. TSI denies the allegations in ¶ 104.

105. TSI denies the allegations in ¶ 105 and further denies that this lawsuit meets the requirement of a class action.

106. TSI denies the allegations in ¶ 106.

107. TSI denies the allegations in ¶ 107 and further denies that this lawsuit meets the requirement of a class action.

108. TSI denies that plaintiff is entitled to the relief sought in ¶ 108.

SECOND CLAIM FOR RELIEF

109. TSI reasserts the foregoing as if fully incorporated herein.

110. TSI denies the allegations in ¶ 110.

111. The denies the allegations in ¶ 111, including all subparts.

112. TSI denies the allegations in ¶ 112 and further denies that this lawsuit meets the requirements of a class action.

113. TSI denies the allegations in ¶ 113 and further denies that this lawsuit meets the requirements of a class action.

114. TSI denies the allegations in ¶ 114 and further denies that this lawsuit meets the requirements of a class action.

115. TSI denies that plaintiff is entitled to the relief sought in ¶ 115.

THIRD CLAIM FOR RELIEF

116. TSI reasserts the foregoing as if fully incorporated herein.

117. TSI denies the allegations in ¶ 117 as calling for a legal conclusion.

118. TSI denies the allegations in ¶ 118 as calling for a legal conclusion.

119. TSI denies that it charges unauthorized, excessive and unreasonable fees and civil penalties as alleged in ¶ 119.

120. TSI denies the allegations in ¶ 120.

121. TSI denies the allegations in ¶ 121.

122. TSI denies the allegations in ¶ 122.

123. TSI denies the allegations in ¶ 123.

124. TSI denies the allegations in ¶ 124 and further denies that this lawsuit meets

the requirements of a class action.

FOURTH CLAIM FOR RELIEF

125. TSI reasserts the foregoing as if fully incorporated herein.

126. TSI denies the allegations in ¶ 126 and further denies that this lawsuit meets the requirements of a class action.

127. TSI denies the allegations in ¶ 127 and further denies that this lawsuit meets the requirements of a class action.

128. TSI denies the allegations in ¶ 128 and further denies that this lawsuit meets the requirements of a class action.

129. TSI denies the allegations in ¶ 129 and further denies that this lawsuit meets the requirements of a class action.

130. TSI denies the allegations in ¶ 130.

131. TSI denies the allegations in ¶ 131.

132. TSI denies the allegations in ¶ 132.

133. TSI denies the allegations in ¶ 133 and further denies that this lawsuit meets the requirements of a class action.

134. TSI denies the allegations in ¶ 134 and further denies that this lawsuit meets the requirements of a class action.

135. TSI denies the allegations in ¶ 135 and further denies that this lawsuit meets the requirements of a class action.

136. TSI denies the allegations in ¶ 136 and further denies that this lawsuit meets the requirements of a class action.

FIFTH CLAIM FOR RELIEF

137. TSI reasserts the foregoing as if fully incorporated herein.

138. TSI denies the allegations in ¶ 138.

139. TSI denies the allegations in ¶ 139.

140. TSI denies the allegations in ¶ 140.

141. TSI denies the allegations in ¶ 141.

142. TSI denies the allegations in ¶ 142 and further denies that this lawsuit meets the requirements of a class action.

SIXTH CLAIM FOR RELIEF

143. TSI reasserts the foregoing as if fully incorporated herein.

144. NY GBL § 349 speaks for itself and is the best evidence of its contents. To the extent the allegations state otherwise, TSI denies the allegations in ¶ 144.

145. TSI denies the allegations in ¶ 145.

146. TSI denies the allegations in ¶ 146 as calling for a legal conclusion.

147. TSI denies the allegations in ¶ 147 and further denies that this lawsuit meets the requirements of a class action.

148. TSI denies the allegations in ¶ 148.

149. TSI denies the allegations in ¶ 149.

150. TSI denies the allegations in ¶ 150 and further denies that this lawsuit meets the requirements of a class action.

151. TSI denies the allegations in ¶ 151 and further denies that this lawsuit meets the requirements of a class action.

152. TSI denies that plaintiff is entitled to the relies sought in ¶ 152 and further denies that this lawsuit meets the requirements of a class action.

SEVENTH CLAIM FOR RELIEF

153. TSI reasserts the foregoing as if fully incorporated herein.

154. TSI denies the allegations in ¶ 154 for lack of knowledge or information sufficient to form a belief therein.

155. TSI denies the allegations in ¶ 155 for lack of knowledge or information sufficient to form a belief therein and further denies that this lawsuit meets the requirements of a class action.

156. TSI denies the allegations in ¶ 156 for lack of knowledge or information sufficient to form a belief therein and further denies that this lawsuit meets the requirements of a class action.

157. TSI denies the allegations in ¶ 157 and further denies that this lawsuit meets the requirements of a class action.

158. The contracts referenced in ¶ 158 speak for themselves and are the best evidence of their contents. To the extent the allegation state otherwise, TSI denies the allegations in ¶ 158.

159. TSI denies the allegations in ¶ 159.

160. TSI denies the allegations in ¶ 160.

161. TSI denies the allegations in ¶ 161.

162. TSI denies the allegations in ¶ 162.

163. TSI denies the allegations in ¶ 163.

164. TSI denies the allegations in ¶ 164 and further denies that this lawsuit meets the requirements of a class action.

165. TSI denies the allegations in ¶ 165 and further denies that this lawsuit meets the requirements of a class action.

PRAYER FOR RELIEF

166. TSI denies that plaintiff is entitled to the relief sought and further denies that this lawsuit meets the requirements of a class action.

JURY DEMAND

167. TSI denies that plaintiff is entitled to a jury trial.

AFFIRMATIVE DEFENSES

AND NOW, in further Answer to the Complaint, TSI avers as follows:

1. To the extent any violations are established, any such violations were not intentional and resulted from *bona fide* error notwithstanding the maintenance of procedures reasonably adapted to avoid any such error.

2. TSI denies any liability; however, regardless of liability, plaintiff has suffered no actual damages as a result of TSI's purported violations.

3. Assuming plaintiff suffered any damages, plaintiff has failed to mitigate damages or take other reasonable steps to avoid or reduce damages.

4. Any harm suffered by plaintiff was legally and proximately caused by persons or entities other than TSI that were beyond the control or supervision of TSI or for whom TSI was and is not responsible or liable.

5. One or more claims asserted by plaintiff are barred by the statute of

limitations, laches, estoppel, waiver, and/or unclean hands.

6. Plaintiff has not stated a claim upon which relief may be granted.

7. Plaintiff fails in whole or in part to satisfy the requirements for class certification under Fed. R. Civ. P. 23.

WHEREFORE, Defendant Transworld Systems, Inc., respectfully requests that this answer be deemed good and sufficient, Plaintiff's lawsuit be dismissed, with prejudice, at Plaintiff's costs, pursuant to Federal and State law, Plaintiff be ordered to pay reasonable attorney's fees and costs for TSI, and for all other general and equitable relief.

Respectfully submitted,

/s/ Aaron R. Easley

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Attorneys for Defendant,

Transworld Systems, Inc.

CERTIFICATE OF SERVICE

I hereby certify that April 3, 2018, a copy of the foregoing was filed electronically in the ECF system. Notice of this filing will be sent to the parties of record, as listed below, by operation of the Court's electronic filing system.

/s/ Aaron R. Easley

Attorney